

ADDENDUM TO AGREEMENT

Between

THE BOROUGH OF FAIR LAWN

And

SUPERVISORS ASSOCIATION OF FAIR LAWN

Dated: January 1, 2002 through December 31, 2004

TERM: JANUARY 1, 2005 THROUGH DECEMBER 31, 2008.

I. All of the terms and conditions as set forth in the Agreement between the BOROUGH OF FAIR LAWN and the SUPERVISORS ASSOCIATION OF FAIR LAWN in its agreement with a term of January 1, 2002 through December 31, 2004, (hereinafter "Agreement"), shall remain in full force and effect unless specifically amended herein.

II. TERM OF AGREEMENT:

The "Agreement" shall be for a term from January 1, 2005 through December 31, 2008.

III. SALARIES:

Effective January 1, 2005, there shall be a salary increase of four (4%) percent to be computed upon the base salary of December 31, 2004.

Effective January 1, 2006, there shall be an additional salary increase of four (4%) percent to be computed upon the base salary of December 31, 2005.

Effective January 1, 2007, there shall be an additional salary increase of four (4%) percent to be computed upon the base salary of December 31, 2006.

Effective January 1, 2008, there shall be an additional salary increase of four (4%) percent to be computed upon the base salary of December 31, 2007.

III.A. ONE-TIME SALARY INCREASE:

For the year January 1, 2005 through December 31, 2005, each employee shall receive a One Thousand (\$1,000.00) Dollar gross increase to be added to their base salary computed as of December 31, 2004. It is clearly understood between the parties that this "one-time" increase is not precedential. After the addition of the \$1,000.00 one-time increase to base salary as computed upon December 31, 2004, the \$1,000.00 one-time increase shall be part of the EMPLOYEE'S base salary for the salary increases set forth hereinabove.

VII. HEALTH BENEFITS:

F. Any Borough EMPLOYEE who is promoted or transferred to the position of Supervisor, as defined in Article I, Definitions: A. White Collar; B. Blue Collar, after January 1, 2005 shall retain the health benefits or its reasonable equivalent as that EMPLOYEE had immediately prior to their promotion or transfer pursuant to their membership in the BOROUGH'S bargaining unit from which they were promoted or transferred.

G. For all EMPLOYEES, as defined in Article I, Definitions, hired on or after January 1, 2005, the Borough shall pay each full time EMPLOYEE'S premiums for his/her coverage, plus eligible dependents, in the Horizon Blue Cross, Blue Shield of New Jersey Point of Service Plan.

XIV. UNIFORMS AS TO BLUE COLLAR SUPERVISORS:

E. Paragraph E of the Agreement with term of January 1, 2002 through December 31, 2004 is deleted.

Add: E. The Fire Marshal shall receive a uniform and shoe allowance in the sum of Seven Hundred (\$700.00) Dollars. Consequently, the Fire Marshal shall not be entitled to the Fifty (\$50.00) Dollar stipend as set forth in Article XIV.A. nor the shoe allowance set forth in Article XV.

XV. Article I, entitled "Definitions", of the Agreement with a term of January 1, 2002 through December 31, 2004 is amended as follows:

1. A. WHITE COLLAR –

3) Director of Welfare/Supervisor of Human Services is deleted.

B. BLUE COLLAR –

Add: 9) Supervisor, Parks

10) Supervising Water Treatment Plant Operator

IN WITNESS WHEREOF, the BOROUGH has caused this instrument to be signed by its presiding officers, attested to by the Municipal Clerk and its corporate seal to be hereunto affixed pursuant to a resolution of the BOROUGH passed for that purpose, and the said EMPLOYEES have duly signed the within Agreement on this 28 day of March, 2005.

ATTEST:

Joanne M. Kwasniewski
Joanne M. Kwasniewski, RMC/CMC/AEE
Municipal Clerk

BOROUGH OF FAIR LAWN,

By [Signature]
David L. Ganz, Mayor

EMPLOYEES:

By Ronnie P. Lottermann

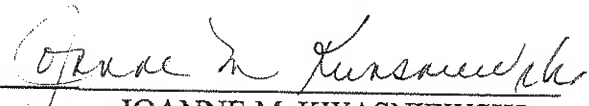
WITNESS:

[Signature]

By Kathy Hall
Wayne Ballen

STATE OF NEW JERSEY, COUNTY OF BERGEN) SS.:

BE IT REMEMBERED, that on this 29th day of March 2005, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared JOANNE M. KWASNIEWSKI who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction, that she is the Municipal Clerk of the Borough of Fair Lawn, the municipal corporation named in the within Instrument; that DAVID L. GANZ is the Mayor of said municipal corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Borough Council of said municipal corporation; that deponent well knows the corporate seal of said municipal corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said Instrument signed and delivered by said Mayor, as and for his voluntary act and deed and as and for the voluntary act and deed of said municipal corporation, in the presence of deponent, who thereupon subscribed her name thereto as witness.

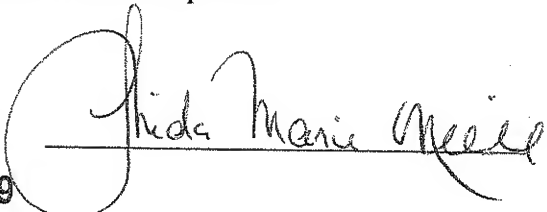

JOANNE M. KWASNIEWSKI

Sworn and Subscribed to before me
this 29th day of March, 2005.


D. VAN KRUININGEN
Notary Public of New Jersey
My Commission Expires 5/24/09

STATE OF NEW JERSEY)
SS.:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 28th day of March 2005, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____ and _____ whom, I am satisfied, are the individuals named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.


LINDA MARIE O'NEILL
A Notary Public of New Jersey
My Commission Expires 4/1/2009

AGREEMENT

between

BOROUGH OF FAIR LAWN

AND

SUPERVISORS ASSOCIATION OF FAIR LAWN

TERM: JANUARY 1, 2002 THROUGH DECEMBER 31, 2004

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WITNESSETH:

WHEREAS, certain full-time EMPLOYEES who are eligible for inclusion in an appropriate bargaining unit pursuant to N.J.S.A. 34:13A-5.3 are otherwise unorganized as a bargaining unit, and have engaged in negotiations for compensation as Municipal Employees of the BOROUGH of Fair Lawn; and have chosen to bargain as a unit, by designated representatives, on behalf of SUPERVISORY EMPLOYEES of the BOROUGH of Fair Lawn; and

WHEREAS, said full-time EMPLOYEES have, through their designated representatives, met with the BOROUGH relative to certain terms and conditions of employment, and compensation therefor.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS:

A. WHITE COLLAR -

- 1) Municipal Court Administrator
- 2) Assistant Municipal Engineer
- 3) Director of Welfare/Supervisor of Human Services

B. BLUE COLLAR -

- 1) Supervisor, Public Works
- 2) Fire Marshall
- 3) Supervising Electrician
- 4) Supervising Mechanic
- 5) Chief Water Treatment Plant Operator
- 6) Municipal Recycling Coordinator
- 7) Supervisor, Trees
- 8) Supervising Maintenance Repairer

II. TERMS OF AGREEMENT:

This agreement shall take effect and bind all the parties from January 1, 2002 through December 31, 2004. Thereafter all the provisions of this Agreement shall remain in full force and effect until a new agreement is executed.

III. SALARIES:

Effective January 1, 2002, there shall be a salary increase of 4.00% to be computed upon the base salary of December 31, 2001. Effective January 1, 2003, there shall be an additional salary increase of 4.00% to be computed upon the base salary of December 31, 2002. Effective January 1, 2004, there shall be an additional salary increase of 4.00% to be computed upon the base salary of December 31, 2003.

New employees starting before August 1st of any year shall be eligible for a step increase on January 1st of the next year.

Longevity amounts are listed in the salary ordinance. Longevity payments begin on the January following the completion of three (3) consecutive years of service.

For each calendar year covered by this Agreement, each employee shall receive the respective benefit for longevity that he/she is entitled to pursuant to the salary ordinance adopted for that respective year.

IV. PRIOR TERMS, CONDITIONS, AND BENEFITS:

All previous terms, conditions, and benefits enumerated herein, which accrue to the EMPLOYEES, shall be continued, except as modified herein.

V. BEREAVEMENT DAYS:

Each EMPLOYEE herein shall be entitled to three (3) bereavement days without loss of pay in the event of the death of a father, mother, father-in-law, mother-in-law, spouse, children or siblings, and grandfather or grandmother, and for all other family members, there shall be a bereavement period of one (1) day with pay.

VI. OVERTIME PAY:

A. As to White Collar Supervisors:

All hours worked in excess of thirty-five (35) a week shall be paid at the rate of one and one-half (1½) times the EMPLOYEE'S hourly rate of pay. As in the past, the determination as to overtime will be scheduled by the Department Head and/or Manager. Overtime shall be based upon base salary plus longevity pay. When a Department Head calls a White Collar Supervisor back to work on their day off or after they have left the premises on a regularly scheduled work day, the White Collar Supervisor shall receive a minimum of two (2) hours pay, provided that the callback is pre-approved by the Borough Manager, except in emergency situations when pre-approval is not required by the Borough Manager, or otherwise required by law.

B. As to Blue Collar Supervisors:

Employees called in to work on their days off or called back to work after they have left the premises on a regularly scheduled work day shall receive a minimum of two (2) hours of pay at one and one-half (1½) the employee's hourly rate of pay for all work performed under such circumstances. Employees who continue to work at the end of the day who have not left the premises shall receive pay at a rate of one and half (1½) the employee's hourly rate of pay in excess of forty (40) hours a week.

The Borough of Fair Lawn will pay Five (\$5.00) Dollars towards meals whenever any employee works twelve consecutive hours. In a call-out or emergency situation when an employee is not scheduled to work, the employee is entitled to one (1) Five (\$5.00) Dollar meal payment per eight (8) hour shift. Payment can be made by the submission of a cash voucher.

VII. HEALTH BENEFITS:

- A. The BOROUGH shall continue to pay each full-time EMPLOYEE'S premiums for the Blue Cross, Blue Shield Medallion Health Coverage Program, or its reasonable equivalent, for each EMPLOYEE, plus dependents.
- B. The BOROUGH shall continue to provide to each full-time EMPLOYEE, plus dependents, the Blue Cross, Blue Shield of New Jersey Prescription Drug Plan Program or its reasonable equivalent.

- C. During each year of this Agreement, the BOROUGH shall reimburse EMPLOYEES in the bargaining unit for the cost of an eye examination and/or prescription glasses, not to exceed a total payment of Two Hundred Dollars (\$200.00) every two (2) years per EMPLOYEE. This is an "EMPLOYEE ONLY" benefit. Bills are to be submitted to the BOROUGH by September 1st of each year, if possible.
- D. The BOROUGH shall continue to provide to the members of the bargaining unit a family dental plan equivalent to the "Delta Dental Plan" with an annual benefit limitation of One Thousand Dollars (\$1,000.00) per family member.
- E. The SUPERVISORS ASSOCIATION agrees to consider alternative health benefits should the BOROUGH find any which provide comparable benefits at a lower cost.

VIII. VACATION DAYS:

- A. The following vacation time shall accrue to each of the EMPLOYEES and are computed as work days:

0 to end of 1st calendar year	- 1 day per month
1 to 5 years	- 13 days
6 to 10 years	- 15 days
11 to 15 years	- 17 days
16 to 20 years	- 19 days
21 to 25 years	- 21 days
26 to 30 years	- 23 days
31 or more years	- 25 days

Each EMPLOYEE may carry over, from one year to the next, one year's vacation days.

- B. Section A. above only applies to permanent EMPLOYEES who have completed their ninety (90) day probation period. During the first partial year of employment, NO vacation can be used until after the ninety (90) day probation period is completed. Permanent EMPLOYEES earn one (1) day per month until January 1st, at which time they are eligible for Section A.

- C. Whenever possible, the most senior EMPLOYEES shall be given preference in the selection of vacations, provided that there is no interruption of the normal operations of the BOROUGH.
- D. For an occasional day off, and not a planned vacation and subject to not interrupting the normal operation of the BOROUGH, an EMPLOYEE must request a vacation in advance, giving at least seven (7) calendar days' notice, and such vacation shall not be unreasonably denied.

IX. SICK DAYS:

- A. Each of the EMPLOYEES shall have one (1) day sick leave per month for the first year. After the first year, each of the EMPLOYEES shall be entitled to fifteen (15) days per year, five (5) days of which may be used as personal days. Sick days may be accumulated from one (1) year to the next. Time is calculated from the first of each year. If a worker is hired during the course of a year, he receives one (1) sick leave day per month until the start of of the calendar year. Personal days will be pro-rated on the amount of sick leave time accumulated for that year, i.e., if an EMPLOYEE starts July 1st, he/she would receive two and one-half (2½) personal days out of the five (5) sick leave days allotted him/her for that year.
- B. If an employee is absent for reasons that entitle him/her to sick leave, his Department Head shall be notified within fifteen (15) minutes of the usual reporting time of the EMPLOYEE, except in those work situations where notices must be given prior to EMPLOYEE'S starting time.

X. TERMINAL LEAVE:

It is further expressly agreed that the following benefits derived either directly or indirectly from the BOROUGH ordinances shall continue for the life of this Agreement:

- A. Terminal Leave Policy as outlined in Ordinance No. 1414-88, as amended by Ordinance Nos. 1444-90 and 1696-97, and amended by Ordinance 1880-01 (reference RGO 2.23) shall be deemed to be a part of this Agreement as if recited herein at length. It is specifically understood, however, that no EMPLOYEE hired after April 26, 1988 shall be entitled to any terminal benefit under this policy or this Contract. More particularly, an eligible employee to be eligible for the benefits hereunder must fulfill the requirements of one of the following:
- 1) Has retired on a disability.
 - 2) Has retired after 25 years or more of service credit in a State or locally administered retirement system having a period of the last twenty (20) consecutive years of service with the Borough of Fair Lawn at the time of his/her retirement.
 - 3) Has retired and reached the age of sixty-five (65) years or older with twenty-five (25) years or more of service credit in a State or locally administered retirement system having a period of the last twenty (20) consecutive years of service with the Borough of Fair Lawn at the time of retirement.
 - 4) Has retired and reached the age of 62 years or older with at least the last fifteen (15) years of service with the Borough of Fair Lawn at the time of retirement.
- B. All other benefits from all other BOROUGH ordinances in existence, except that no EMPLOYEE hired after the effective date of the 1990 Salary Ordinance (March 19, 1990) shall be entitled to receive any payment for accumulated sick leave as outlined in BOROUGH Ordinance No. 1414-88.

XI. SALARY INCREMENTS:

Each EMPLOYEE shall move from minimum to maximum in his/her particular job title by a process of five (5) steps within five (5) years. If an EMPLOYEE starts in mid-range, the EMPLOYEE shall receive the next step each subsequent year, until the maximum is reached.

XII. LUNCH HOURS AND COFFEE BREAKS:

A. As to White Collar Supervisors:

Each of the EMPLOYEES shall have a period of one (1) hour for lunch on each work day. The Borough Manager may stagger lunch hours to better serve the public.

B. As to Blue Collar Supervisors:

Each of the EMPLOYEES shall have a period of one-half ($\frac{1}{2}$) hour for lunch on each work day. Said EMPLOYEES shall receive a fifteen (15) minute coffee break in the morning in addition to a fifteen (15) minute coffee break in the afternoon of each work day.

XIII. HOLIDAYS:

A. Each of the EMPLOYEES shall have the following paid holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Lincoln's Birthday | 10. Election Day |
| 4. Washington's Birthday | 11. Veteran's Day |
| 5. Good Friday | 12. Thanksgiving Day |
| 6. Memorial Day | 13. Day After Thanksgiving |
| 7. Fourth of July | 14. Christmas Day |

B. Any of the EMPLOYEES who shall work on a holiday shall receive double-time pay.

XIV. UNIFORMS AS TO BLUE COLLAR SUPERVISORS:

- A. The annual cost to the BOROUGH shall not exceed One Hundred Sixty (\$160.00) Dollars per EMPLOYEE per year. All Blue Collar Supervisors shall receive a Fifty (\$50.00) Dollar maintenance stipend for their uniforms which shall be payable on the pay day immediately preceding the Christmas Holiday.
- B. New employees shall receive a new set of uniforms after they pass the probationary period, unless that that time is within ninety (90) days of annual uniform distribution.
- C. At the discretion of the Borough Manager, the Association may form a uniform committee consisting of no more than five (5) members to assist the BOROUGH in the selection and distribution of uniforms for Association members.
- D. EMPLOYEES must wear prescribed uniforms unless given a waiver by their Department Head.
- E. The Fire Marshal shall receive a uniform allowance as set by the Fire Department policies and shall not be entitled to a separate shoe allowance, as applicable to Blue Collar Supervisors covered in Article XV.

XV. SHOE ALLOWANCE:

All Blue Collar Supervisors under this Agreement shall receive a shoe allowance in the amount of Eighty (\$80.00) Dollars per year for all those eligible.

This allowance shall also be provided to White Collar Supervisors of the Engineering Department, but at the rate of Eighty (\$80.00) Dollars every other year.

The shoe allowance for Blue Collar Supervisors shall be computed over a two-year period as One Hundred Sixty (\$160.00) Dollars in each two-year period.

XVI. VACANCIES IN POSITIONS:

When a vacancy occurs in any position or a new position is established, a reasonable effort shall be made to notify all qualified personnel.

XVII. DISABILITY PLAN:

All EMPLOYEES are to be included in the State of New Jersey Disability Plan, if possible. If not, the BOROUGH will pay the total cost of the year's premium of an equivalent plan.

XVIII. PROMOTIONS:

A. All vacancies in promotional positions shall be filled pursuant to New Jersey Department of Personnel procedures.

1. Such vacancies shall be adequately publicized, including a notice to the Association in advance of the date of filling such vacancy. Nothing herein is to be construed to mean that the Borough Manager shall not be free to publicize and otherwise seek qualified personnel from outside the Borough to fill such vacancies.

2. EMPLOYEES who desire to apply for such vacancies shall notify the Borough Manager in writing within the time limit specified in the notice.

B. In the event New Jersey Department of Personnel rules or regulations conflict with any of the above, such rules or regulations shall take precedence over this Article.

XIX. EMPLOYEE AND BOROUGH RIGHTS:

- A. This Agreement shall not be construed to deny or restrict any EMPLOYEE or the BOROUGH of any rights as they may have under New Jersey laws or other applicable laws and regulations except where indicated in this Agreement.
- B. Whenever any EMPLOYEE is required to appear before his/her Department Head or the Governing Body concerning any matter which could adversely affect the continuation of that EMPLOYEE in his/her position of employment, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview, provided that the EMPLOYEE requests such representative, and further provided that such a representative does not interfere with or delay the meeting or interview by more than two (2) days.

XX. REIMBURSEMENTS:

The Borough shall reimburse an employee, by voucher system, for:

- A. Any license or certificate required for an employee to perform his/her job duties.
- B. For association dues to any federal, state, or local associations/organizations required as part of the employee's job duties or deemed necessary or appropriate by the Borough Manager.

XXI. GRIEVANCE PROCEDURE:

A. DEFINITIONS:

- 1. The terms "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decisions affecting terms and conditions of employment or of the express terms of this Agreement.

A grievance may be raised by an individual unit Employee, a group of unit employees, or the bargaining unit, at the request of any such individual or group (hereinafter referred to as the "grievant". Any reference to he, him, etc., shall also mean she, her, etc.

B. PURPOSE:

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein, and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his grievance in any form thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE:

1. STEP ONE:

- a) A grievant must file his grievance in writing with the immediate Supervisor within five (5) calendar days of:
 - (1) the occurrence of the grievance, or
 - (2) the time by which the grievant would have had knowledge of the occurrence with the exercise of reasonable diligence. Failure to act within five (5) calendar days of the occurrence shall be deemed to constitute an abandonment of the grievance on behalf of that individual or individuals.

- b) The written grievance must identify the grievant by name(s) and be signed by him/her/them and the bargaining unit. It must set forth a statement of facts constituting the grievance, the approximate time and place of the occurrence of the facts leading to the grievance, the names of all BOROUGH representatives whose action or failure to act forms the basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.

Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the BOROUGH and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing, and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the BOROUGH.

- c) Once a grievance comporting with all the foregoing requirements is timely filed, the immediate Supervisor shall investigate the grievance and render a written response, which shall be given to the grievant within five (5) days from receipt of the grievance.

2. STEP TWO:

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate Supervisor has not served a timely written response at Step One, then within three (3) calendar days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Department Head or his/her designee.

Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed, except that the parties shall meet within five (5) days of the presentation of the grievance to the Department Head or his/her designee and the Department Head or designee shall have five (5) days thereafter to respond in writing.

3. STEP THREE:

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Head has not served a timely response at Step Two, then within three (3) days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step Two to the Borough Manager or his/her designee.

Upon the receipt of the grievance by the Borough Manager, the procedures set forth in Step Two shall be followed, except that the parties shall meet within seven (7) calendar days of the presentation of the grievance to the Borough Manager or his/her designee, and the Borough Manager or his/her designee shall have seven (7) calendar days thereafter to respond in writing.

4. STEP FOUR:

- a) With respect to these grievances relating to the express written terms of this Agreement, if the grievance remains unsettled, the bargaining unit may, within seven (7) working days after the reply of the Borough Manager by written notice to the Borough Clerk, proceed to binding arbitration. A request for arbitration shall be made no later than such seven (7) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the bargaining unit and BOROUGH shall mutually agree upon a longer time period within which to adjust such a demand.

- b) With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the New Jersey Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.
- c) No arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Borough Manager. If the aggrieved elects to pursue Civil Service Procedure, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration with whatever costs being incurred in processing the case to arbitration being borne by the aggrieved.
- d) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance.

The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this agreement or any amendment or supplement thereto.

- e) The costs of the services of the arbitrator shall be borne equally between the Borough of Fair Lawn and the Supervisors Association. An aggrieved employee shall suffer no loss in pay as a result of the time spent appearing on his/her own behalf in an arbitration proceeding. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
- f) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing unless otherwise agreed to by both parties.

The award of the arbitrator shall be final and binding on the BOROUGH, the employee and the association who are involved or affected. In the event there is an award of back pay, any earnings of the employee and unemployment shall be offset and deducted from the award.

D. TIME LIMITS:

Time limits may only be extended by mutual agreement of the parties in writing.

E. CIVIL SERVICE JURISDICTION:

Notwithstanding any foregoing provisions to the contrary, it is the intent of the parties that no matter what is in dispute, it is subject to the review and/or decision of the New Jersey Department of Personnel and may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to the New Jersey Department of Personnel review and decision.

IN WITNESS WHEREOF, the BOROUGH has caused this instrument to be signed by its presiding officers, attested to by the Clerk and its corporate seal to be hereunto affixed pursuant to a resolution of the BOROUGH passed for that purpose, and the said EMPLOYEES have duly signed the within Agreement on this ____ day of _____, 2001.

ATTEST:

Joanne M. Kwasniewski, RMC/CMC/AAE

BOROUGH OF FAIR LAWN

By _____
David L. Ganz
Mayor

Wayne Ballerini

ATTEST:

George R. Brouca